

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

PAUL RYAN individually and on behalf
of all other similarly situated,

Plaintiff,

vs.
WILSHIRE LAW FIRM, P.L.C.,

Defendant.

Case No. 2:24-cv-08816-CV-MAR
**STIPULATED PROTECTIVE
ORDER**

TROUTMAN PEPPER LOWE LLP
11682 El Camino Real
Suite 400
San Diego, CA 92130

1 **1. PURPOSES AND LIMITATIONS**

2 Discovery in this action is likely to involve production of confidential,
3 proprietary, or private information for which special protection from public disclosure
4 and from use for any purpose other than prosecuting this litigation may be warranted.
5 Accordingly, the parties hereby stipulate to and petition the Court to enter the following
6 Stipulated Protective Order. The parties acknowledge that this Order does not confer
7 blanket protections on all disclosures or responses to discovery and that the protection
8 it affords from public disclosure and use extends only to the limited information or
9 items that are entitled to confidential treatment under the applicable legal principles.
10 The parties further acknowledge, as set forth in Section 13.3 below, that this Stipulated
11 Protective Order does not entitle them to file confidential information under seal; Local
12 Rule 79-5 sets forth the procedures that must be followed and the standards that will be
13 applied when a party seeks permission from the Court to file material under seal.

14 **2. GOOD CAUSE STATEMENT**

15 The parties acknowledge that information produced in discovery, regardless of its
16 designation under this Order, may contain personal information. As Defendant is a law
17 firm, Discovery in this matter may involve confidential information subject to the
18 attorney/client privilege. Discovery may also involve trade secrets, customer and
19 pricing lists and other valuable research, development, commercial, financial,
20 technical and/or proprietary information for which special protection from public
21 disclosure and from use for any purpose other than prosecution of this Action is
22 warranted. Such confidential and proprietary materials and information consist of,
23 among other things, confidential business or financial information, information
24 regarding confidential business practices, or other confidential research, development,
25 or commercial information (including information implicating privacy rights of third
26 parties), information otherwise generally unavailable to the public, or which may be
27 privileged or otherwise protected from disclosure under state or federal statutes, court
28 rules, case decisions, or common law

1 Accordingly, to expedite the flow of information, to facilitate the prompt resolution
2 of disputes over confidentiality of discovery materials, to adequately protect
3 information the parties are entitled to keep confidential, to ensure that the parties are
4 permitted reasonable necessary uses of such material in preparation for and in the
5 conduct of trial, to address their handling at the end of the litigation, and to serve the
6 ends of justice, a protective order for such information is justified in this matter. It is
7 the intent of the parties that information will not be designated as confidential for
8 tactical reasons and that nothing be so designated without a good faith belief that it
9 has been maintained in a confidential, non-public manner, and there is good cause
10 why it should not be part of the public record of this case.

11 **3. DEFINITIONS**

12 3.1. Action: *Paul Ryan v. Wilshire Law Firm, P.L.C.* case number: 2:24-cv-
13 08816-CV-MAR.

14 3.2. Challenging Party: A Party or Nonparty that challenges the designation of
15 information or items under this Stipulated Protective Order.

16 3.3. “CONFIDENTIAL” Information or Items: Information (regardless of how
17 it is generated, stored or maintained) or tangible things that qualify for protection
18 under Federal Rule of Civil Procedure 26(c), and as specified above in the Good
19 Cause Statement.

20 3.4. Counsel: Outside Counsel of Record and In-House Counsel (as well as
21 their support staff).

22 3.5. Designating Party: A Party or Nonparty that designates information or
23 items that it produces in disclosures or in responses to discovery as
24 “CONFIDENTIAL.”

25 3.6. Disclosure or Discovery Material: All items or information, regardless of
26 the medium or manner in which it is generated, stored, or maintained (including,
27 among other things, testimony, transcripts, and tangible things), that is produced or
28 generated in disclosures or responses to discovery in this matter.

1 3.7. Expert: A person with specialized knowledge or experience in a matter
2 pertinent to the litigation who has been retained by a Party or its counsel to serve as
3 an expert witness or as a consultant in this Action.

4 3.8. In-House Counsel: Attorneys who are employees of a party to this Action.
5 In-House Counsel does not include Outside Counsel of Record or any other outside
6 counsel.

7 3.9. Nonparty: Any natural person, partnership, corporation, association, or
8 other legal entity not named as a Party to this action.

9 3.10. Outside Counsel of Record: Attorneys who are not employees of a party
10 to this Action but are retained to represent or advise a party to this Action and have
11 appeared in this Action on behalf of that party or are affiliated with a law firm which
12 has appeared on behalf of that party, and includes support staff.

13 3.11. Party: Any party to this Action, including all of its officers, directors,
14 employees, consultants, retained experts, In-House Counsel, and Outside Counsel of
15 Record (and their support staffs).

16 3.12. Producing Party: A Party or Nonparty that produces Disclosure or
17 Discovery Material in this Action.

18 3.13. Professional Vendors: Persons or entities that provide litigation support
19 services (e.g., photocopying, videotaping, translating, preparing exhibits or
20 demonstrations, and organizing, storing, or retrieving data in any form or medium)
21 and their employees and subcontractors.

22 3.14. Protected Material: Any Disclosure or Discovery Material that is
23 designated as “CONFIDENTIAL.”

24 3.15. Receiving Party: A Party that receives Disclosure or Discovery Material
25 from a Producing Party.

26 **4. SCOPE**

27 The protections conferred by this Stipulated Protective Order cover not only
28 Protected Material, but also (1) any information copied or extracted from Protected

1 Material; (2) all copies, excerpts, summaries, or compilations of Protected Material;
2 and (3) any testimony, conversations, or presentations by Parties or their Counsel that
3 might reveal Protected Material.

4 Any use of Protected Material at trial shall be governed by the orders of the
5 trial judge. This Stipulated Protective Order does not govern the use of Protected
6 Material at trial.

7 **5. DURATION**

8 Even after final disposition of this litigation, the confidentiality obligations
9 imposed by this Stipulated Protective Order shall remain in effect until a Designating
10 Party agrees otherwise in writing or a court order otherwise directs. Final disposition
11 shall be deemed to be the later of (1) dismissal of all claims and defenses in this Action,
12 with or without prejudice; and (2) final judgment herein after the completion and
13 exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action,
14 including the time limits for filing any motions or applications for extension of time
15 pursuant to applicable law.

16 **6. DESIGNATING PROTECTED MATERIAL**

17 **6.1. Exercise of Restraint and Care in Designating Material for Protection.** Each
18 Party or Nonparty that designates information or items for protection under this
19 Stipulated Protective Order must take care to limit any such designation to specific
20 material that qualifies under the appropriate standards. The Designating Party must
21 designate for protection only those parts of material, documents, items, or oral or
22 written communications that qualify so that other portions of the material, documents,
23 items, or communications for which protection is not warranted are not swept
24 unjustifiably within the ambit of this Stipulated Protective Order.

25 Mass, indiscriminate, or routinized designations are prohibited. Designations that
26 are shown to be clearly unjustified or that have been made for an improper purpose (*e.g.*,
27 to unnecessarily encumber the case development process or to impose unnecessary
28 expenses and burdens on other parties) may expose the Designating Party to sanctions.

1 6.2. Manner and Timing of Designations.

2 Except as otherwise provided in this Stipulated Protective Order (*see, e.g.,*
3 Section 6.2(a)), or as otherwise stipulated or ordered, Disclosure or Discovery
4 Material that qualifies for protection under this Stipulated Protective Order must be
5 clearly so designated before the material is disclosed or produced.

6 Designation in conformity with this Stipulated Protective Order requires the
7 following:

8 (a) For information in documentary form (*e.g.,* paper or electronic
9 documents, but excluding transcripts of depositions or other pretrial or
10 trial proceedings), that the Producing Party affix at a minimum, the
11 legend “CONFIDENTIAL” to each page that contains protected
12 material. If only a portion or portions of the material on a page qualifies
13 for protection, the Producing Party also must clearly identify the
14 protected portion(s) (*e.g.,* by making appropriate markings in the
15 margins).

16 A Party or Nonparty that makes original documents available for inspection
17 need not designate them for protection until after the inspecting Party has indicated
18 which documents it would like copied and produced. During the inspection and before
19 the designation, all of the material made available for inspection shall be deemed
20 “CONFIDENTIAL.” After the inspecting Party has identified the documents it wants
21 copied and produced, the Producing Party must determine which documents, or
22 portions thereof, qualify for protection under this Stipulated Protective Order. Then,
23 before producing the specified documents, the Producing Party must affix the legend
24 “CONFIDENTIAL” to each page that contains Protected Material. If only a portion
25 or portions of the material on a page qualifies for protection, the Producing Party also
26 must clearly identify the protected portion(s) (*e.g.,* by making appropriate markings
27 in the margins).

(b) For testimony given in depositions, that the Designating Party identify the Disclosure or Discovery Material on the record, before the close of the deposition, all protected testimony.

(c) For information produced in nondocumentary form, and for any other tangible items, that the Producing Party affix in a prominent place on the exterior of the container or containers in which the information is stored the legend "CONFIDENTIAL." If only a portion or portions of the information warrants protection, the Producing Party, to the extent practicable, shall identify the protected portion(s).

7. CHALLENGING CONFIDENTIALITY DESIGNATIONS

7.1. Timing of Challenges.

Any Party or Nonparty may challenge a designation of confidentiality at any time that is consistent with the Court's Scheduling Order.

7.2. Meet and Confer.

The Challenging Party shall initiate the dispute resolution process, which shall comply with Local Rule 37.1 et seq., and with Section 4 of Judge Audero's Procedures ("Mandatory Telephonic Conference for Discovery Disputes").¹

7.3. Burden of Persuasion.

The burden of persuasion in any such challenge proceeding shall be on the Designating Party. Frivolous challenges, and those made for an improper purpose (*e.g.*, to harass or impose unnecessary expenses and burdens on other parties) may expose the Challenging Party to sanctions. Unless the Designating Party has waived or withdrawn the confidentiality designation, all parties shall continue to afford the material in question the level of protection to which it is entitled under the Producing Party's designation until the Court rules on the challenge.

8. ACCESS TO AND USE OF PROTECTED MATERIALS

8.1. Basic Principles.

1 A Receiving Party may use Protected Material that is disclosed or produced by
2 another Party or by a Nonparty in connection with this Action only for prosecuting,
3 defending, or attempting to settle this Action. Such Protected Material may be disclosed
4 only to the categories of persons and under the conditions described in this Stipulated
5 Protective Order. When the Action reaches a final disposition, a Receiving Party must
6 comply with the provisions of Section 14 below.

7 Protected Material must be stored and maintained by a Receiving Party at a
8 location and in a secure manner that ensures that access is limited to the persons
9 authorized under this Stipulated Protective Order.

10 8.2. Disclosure of “CONFIDENTIAL” Information or Items.

11 Unless otherwise ordered by the Court or permitted in writing by the
12 Designating Party, a Receiving Party may disclose any information or item designated
13 “CONFIDENTIAL” only to:

- 14 (a) The Receiving Party’s Outside Counsel of Record, as well as
15 employees of said Outside Counsel of Record to whom it is
16 reasonably necessary to disclose the information for this Action;
- 17 (b) The officers, directors, and employees (including In-House
18 Counsel) of the Receiving Party to whom disclosure is reasonably
19 necessary for this Action; Experts of the Receiving Party to whom
20 disclosure is reasonably necessary for this Action and who have
21 signed the “Acknowledgment and Agreement to Be Bound”
- 22 (c) The Court and its personnel;
- 23 (d) Court reporters and their staff;
- 24 (e) Professional jury or trial consultants, mock jurors, and Professional
25 Vendors to whom disclosure is reasonably necessary for this Action
26 and who have signed the “Acknowledgment and Agreement to be
27 Bound” (Exhibit A);

**9. PROTECTED MATERIAL SUBPOENAED OR ORDERED
PRODUCED IN OTHER LITIGATION**

If a Party is served with a subpoena or a court order issued in other litigation that compels disclosure of any information or items designated in this Action as "CONFIDENTIAL," that Party must:

Protective Order. Such notification shall include a copy of this Stipulated Protective Order; and

- (c) Cooperate with respect to all reasonable procedures sought to be pursued by the Designating Party whose Protected Material may be affected.

If the Designating Party timely seeks a protective order, the Party served with the subpoena or court order shall not produce any information designated in this action as "CONFIDENTIAL" before a determination by the Court from which the subpoena or order issued, unless the Party has obtained the Designating Party's permission. The Designating Party shall bear the burden and expense of seeking protection in that court of its confidential material and nothing in these provisions should be construed as authorizing or encouraging a Receiving Party in this Action to disobey a lawful directive from another court.

**10. A NONPARTY'S PROTECTED MATERIAL SOUGHT TO BE
PRODUCED IN THIS LITIGATION**

10.1. Application.

17 The terms of this Stipulated Protective Order are applicable to information
18 produced by a Nonparty in this Action and designated as “CONFIDENTIAL.” Such
19 information produced by Nonparties in connection with this litigation is protected by
20 the remedies and relief provided by this Stipulated Protective Order. Nothing in these
21 provisions should be construed as prohibiting a Nonparty from seeking additional
22 protections.

10.2. Notification.

24 In the event that a Party is required, by a valid discovery request, to produce a
25 Nonparty's confidential information in its possession, and the Party is subject to an
26 agreement with the Nonparty not to produce the Nonparty's confidential information,
27 then the Party shall:

- (a) Promptly notify in writing the Requesting Party and the Nonparty that some or all of the information requested is subject to a confidentiality agreement with a Nonparty;
 - (b) Promptly provide the Nonparty with a copy of the Stipulated Protective Order in this Action, the relevant discovery request(s), and a reasonably specific description of the information requested; and
 - (c) Make the information requested available for inspection by the Nonparty, if requested.

10.3. Conditions of Production.

If the Nonparty fails to seek a protective order from this Court within fourteen (14) days after receiving the notice and accompanying information, the Receiving Party may produce the Nonparty's confidential information responsive to the discovery request. If the Nonparty timely seeks a protective order, the Receiving Party shall not produce any information in its possession or control that is subject to the confidentiality agreement with the Nonparty before a determination by the Court. Absent a court order to the contrary, the Nonparty shall bear the burden and expense of seeking protection in this Court of its Protected Material.

11. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected Material to any person or in any circumstance not authorized under this Stipulated Protective Order, the Receiving Party immediately must (1) notify in writing the Designating Party of the unauthorized disclosures, (2) use its best efforts to retrieve all unauthorized copies of the Protected Material, (3) inform the person or persons to whom unauthorized disclosures were made of all the terms of this Stipulated Protective Order, and (4) request such person or persons to execute the “Acknowledgment and Agreement to be Bound” (Exhibit A).

1 **12. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**
2 **PROTECTED MATERIAL**

3 When a Producing Party gives notice to Receiving Parties that certain
4 inadvertently produced material is subject to a claim of privilege or other protection,
5 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil
6 Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure
7 may be established in an e-discovery order that provides for production without prior
8 privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the
9 parties reach an agreement on the effect of disclosure of a communication or
10 information covered by the attorney-client privilege or work product protection, the
11 parties may incorporate their agreement in the Stipulated Protective Order submitted
12 to the Court.

13 **13. MISCELLANEOUS**

14 **13.1. Right to Further Relief.**

15 Nothing in this Stipulated Protective Order abridges the right of any person to
16 seek its modification by the Court in the future.

17 **13.2. Right to Assert Other Objections.**

18 By stipulating to the entry of this Stipulated Protective Order, no Party waives
19 any right it otherwise would have to object to disclosing or producing any information
20 or item on any ground not addressed in this Stipulated Protective Order. Similarly, no
21 Party waives any right to object on any ground to use in evidence of any of the
22 material covered by this Stipulated Protective Order.

23 **13.3. Filing Protected Material.**

24 A Party that seeks to file under seal any Protected Material must comply with
25 Local Rule 79-5. Protected Material may only be filed under seal pursuant to a court
26 order authorizing the sealing of the specific Protected Material at issue. If a Party's
27 request to file Protected Material under seal is denied by the Court, then the Receiving
28

1 Party may file the information in the public record unless otherwise instructed by the
2 Court.

3 **14. FINAL DISPOSITION**

4 After the final disposition of this Action, within sixty (60) days of a written
5 request by the Designating Party, each Receiving Party must return all Protected
6 Material to the Producing Party or destroy such material. As used in this subdivision,
7 “all Protected Material” includes all copies, abstracts, compilations, summaries, and
8 any other format reproducing or capturing any of the Protected Material. Whether the-
9 Protected Material is returned or destroyed, the Receiving Party must submit a written
10 certification to the Producing Party (and, if not the same person or entity, to the
11 Designating Party) by the 60-day deadline that (1) identifies (by category, where
12 appropriate) all the Protected Material that was returned or destroyed and (2) affirms
13 that the Receiving Party has not retained any copies, abstracts, compilations, summaries
14 or any other format reproducing or capturing any of the Protected Material.
15 Notwithstanding this provision, Counsel is entitled to retain an archival copy of all
16 pleadings; motion papers; trial, deposition, and hearing transcripts; legal memoranda;
17 correspondence; deposition and trial exhibits; expert reports; attorney work product; and
18 consultant and expert work product, even if such materials contain Protected Material.
19 Any such archival copies that contain or constitute Protected Material remain subject to
20 this Stipulated Protective Order as set forth in Section 5.

21 **15. VIOLATION**

22 Any violation of this Stipulated Order may be punished by any and all
23 appropriate measures including, without limitation, contempt proceedings and/or
24 monetary sanctions.

25 **IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.**

26 Pursuant to Civil L.R. 5-4.3.4(a)(2)(ii) all signatories listed concur in the filing’s
27 content and have authorized the filing.

1 Dated: March 18, 2025

PARONICH LAW, P.C.

3 By: /s/ Anthony Paronich

4
5 Anthony Paronich
6 Andrew Perrong
7 Attorneys for Plaintiff
8 PAUL RYAN

9 Dated: March 18, 2025

TROUTMAN PEPPER LOCKE LLP

11 By: /s/ Christine Nowland

12 Chad R. Fuller
13 Virginia Flynn (*pro hac vice*)
14 Christine Nowland
15 Attorneys for Defendant
16 WILSHIRE LAW FIRM, P.L.C.

17 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

18 Dated: _____

19 Hon. Margo A. Rocconi United States
20 Magistrate Judge

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EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [full name], of _____ [address], declare under penalty of perjury that I have read in its entirety and understand the Stipulated Protective Order that was issued by the United States District Court for the Central District of California on _____ [date] in the case of _____ [case name and number]. I agree to comply with and to be bound by all the terms of this Stipulated Protective Order, and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Stipulated Protective Order to any person or entity except in strict compliance with the provisions of this Stipulated Protective Order.

I further agree to submit to the jurisdiction of the United States District Court for the Central District of California for the purpose of enforcing the terms of this Stipulated Protective Order, even if such enforcement proceedings occur after termination of this action. I hereby appoint _____ [full name] of _____ [address and telephone number] as my California agent for service of process in connection with this action or any proceedings related to enforcement of this Stipulated Protective Order.

Signature:

Printed Name:

Date:

City and State Where Sworn and Signed: